

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

DAYS INN WORLDWIDE, INC.,

Plaintiff,

v.

KENDALL HOSPITALITY LLC, KIM
SCHMIDT, and THOMAS SCHMIDT,

Defendants.

Civ. No. 10-4573 (DRD)

FINAL JUDGMENT BY DEFAULT


THIS MATTER having been presented to the Court upon the application of Plaintiff Days Inn Worldwide, Inc. ("Days Inn") for a Default Judgment; and it appearing that the Complaint in this matter was filed on September 8, 2010, and service of a copy of the Summons and Complaint was effectuated with respect to each Defendant by October 8, 2010, and it appearing that default was duly noted by the Clerk of the Court against Defendants on October 28, 2010 for their failure to plead or otherwise defend this action; and the Court having considered the submissions of the moving party and good cause having been shown;

IT IS on this 7th day of September, 2011, hereby ORDERED that:

Days Inn Worldwide, Inc. shall have judgment against Defendants in the total amount of \$1,042,805.49, comprised of the following

- a. \$428,450.11 for recurring fees due under the January 5, 2001 License Agreement and November 20, 2002 Satellite Connectivity Services Addendum.

- b. \$453,559.25 for liquidated damages due under the January 5, 2001 License Agreement and November 20, 2002 Satellite Connectivity Services Addendum.
- c. \$149,463.23 for the outstanding balance due pursuant to the May 1, 2001 Note.
- d. \$11,048.24 for attorney's fees and costs.
- e. \$284.66 in additional prejudgment interest due on the recurring fees, liquidated damages, and outstanding balance of the Note.


DICKINSON R. DEBEVOISE, U.S.S.D.J.